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MICHAEL W. BYERLING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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6  
7 IN THE UNITED STATES DISTRICT COURT  
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
9

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 KATHLEEN PREVOST aka KATHERINE PREVOST,

14 Defendant(s).  
15

Case No.

COMPLAINT

(Student Loan\Debt Collection Case)

16 Plaintiff, through its attorney, alleges:

17 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section  
18 1345.

19 2. Defendant resides in the Northern District of California.

20 3. Defendant owes plaintiff \$1,096.85, plus additional interest according to the  
21 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

22 WHEREFORE, plaintiff demands judgment against defendant for the sum of  
23 \$1,096.85, additional interest to the date of judgment, attorney's fees in the amount of  
24 33.33% of the debt, and court costs.

25 Date: April 18, 2008

26  
27  
28  
LAW OFFICE OF MICHAEL COSENTINO  
By: MICHAEL COSENTINO  
Attorney for the Plaintiff  
United States of America

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS**

NAME: Kathleen Prevost  
 ADDRESS: 546 Grant Ave.  
San Francisco, CA 94108  
 SSN: 8288

Total debt due United States as of: 12/27/95 \$1,708.00.

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$1,096.85 from the Chase Manhattan Bank, New Hyde Park, NY at the annual rate of 7%. Interest accrues on the principal amount of this debt at the rate of \$0.21 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 11/29/81, the debtor executed promissory note(s) to secure loan(s) under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 USC 1071 et. seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the notes(s) and on 08/21/85 the debtor defaulted on the obligation.


Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note the holder(s) capitalized interest accrued to the original lender in the amount of \$97.23.

After application of the last voluntary payment of \$0.00 which was received on n/a the debtor now owes the following:

Principal	<u>\$1,096.85</u>
Interest:	<u>\$611.15</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Penalties:	<u>\$0.00</u>

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

1/4/96  
 Date

  
 Loan Analyst  
 Litigation Branch

**EXHIBIT A**